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TENDER DOCUMENT

FOR

PROVISION OF SECURITY SERVICES

TENDER NO: ASMTTI/T/SS/2023/2024

DEADLINE: 21ST JUNE 2024

INVITATION TO TENDER

PROCURING ENTITY: AHMED SHAHAME MWIDANI TECHNICAL TRAINING INSTITUTE

CONTRACT NAME AND DESCRIPTION: provision for security services

1. The **Ahmed shahame Mwidani tvc** invites sealed tenders for the provision of services, i.e. Security services in our institution located in Changamwe sub-county, Airport-mwingo.
2. Tendering will be conducted under open competitive method [**open tendering**] using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [0800 to 1700hrs) at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements**, Section V - Description of Services of the Tender Document.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of (500 Kenya shillings) in cash or Banker's Cheque and payable to the address given below.
5. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
6. Completed tenders must be delivered to the address below on or before *10:00 am on*]. Electronic Tenders **will not** be permitted.
7. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. The addresses referred to above are:

BANK: Kenya Commercial Bank (KCB)-Changamwe Branch

ACCOUNT NAME: AMHED S. MWIDANI TECHNICAL TRAINING INSTITUTE

A/C NO: 1215853955

OR

M-PESA: PAYBILL NO: 522522

A/C NO: 5962231

The completed documents shall be submitted in plain sealed envelopes with the tender number clearly written on top –left of the envelope and addressed to:

THE PRINCIPAL,

AHMED SHSHSME MWIDANI TECHNICAL AND VOCATIONAL COLLEGE,

P.O BOX: 93800-80102,

MOMBASA.

The deadline for the submission of the documents is 30TH MAY 2024 at 10:00am. Tender opening will follow thereafter and all interested bidders or their representatives are encouraged to attend at **AHMED SHAHAME MWIDANI TECHNICAL AND VOCATIONAL COLLEGE lecture hall.**

[Authorized Official (name, designation, Signature and date)]

Name..... (Official of the
Procuring Entity issuing the invitation)

Designation_____

Signature_____

Date_____

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

- 1.1 This tendering document is for the delivery of security Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

2. Throughout this tendering document:

- 2.1 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.
- 3.2 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect give such firm any unfair competitive advantage over competing firms.

4 Eligible Tenderers

- 4.1 This Invitation to tender is open to all tenders eligible as described in the instructions to tenders. Successful tenders shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 4.2 Ahmed Shahame Mwidani Technical and Vocational College employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 4.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by ASMTTI to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 4.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

5 Qualification of the Tenderer

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Sections of Tendering Document

6. The tendering document consists of sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.
- i)
 - ii) Section I - Instructions to Tenderers (ITT)
 - iii) Section II - Tender Data Sheet (TDS)
 - iv) Section III - General Conditions of Contract (GCC)
 - v) Section IV - Special Conditions of Contract (SCC)
 - vi) Section V-Schedule of requirements
 - vii) Section VI-Descriptions of services
 - viii) Section VII-Standard forms
- 6.1 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.2 Unless obtained directly from Ahmed Shahame Mwidani, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7 Clarification of Tender Documents

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Ahmed Shahame Mwidani TVC in writing which should be received no later than seven (7) days prior to the deadline for the submission

of tenders, prescribed by the procuring entity. Written copies of the Ahmed Shahame Mwidani Technical and Vocational College response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

- 7.2 Ahmed Shahame Mwidani Technical and Vocational College shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

8 Amendment of Tender Documents

- 8.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 8.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders.

C. Preparation of Tenders

9 Cost of Tendering

- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10 Language of Tender

- 10.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

12 Form of Tender

- 12.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

13. Tender Prices

- 13.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 13.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 13.3 Prices quoted by the tenderers shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will

be rejected.

13.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

13.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

13.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

14. Currencies of Tender and Payment

14.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

15 Tenderers Eligibility and Qualifications.

15.1 Pursuant to Clause 4 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

15.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Ahmed Shahame Mwidani Technical and Vocational College satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

16 Period of Validity of Tenders

16.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

16.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

17 Tender Security

17.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

17.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

17.3 The tender security is required to protect Ahmed Shahame Mwidani Technical and Vocational College against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 17.7

17.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

17.5 Any tender not secured in accordance with paragraph 17.1 and 17.4 will be rejected by the Ahmed Shahame Mwidani Technical and Vocational College as non responsive.

17.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring

entity.

17.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, , and furnishing the performance security.

- a. The tender security may be forfeited:
 - (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b. In the case of a successful tenderer, *if* the tenderer fails:
 - i. to sign the contract in accordance with paragraph 30
or
(ii) to furnish performance security in accordance with paragraph 31.
- c. If the tenderer rejects, correction of an error in the tender.

18 Format and Signing of Tender

18.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

18.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

18.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

D. Submission and Opening of Tenders

19 Sealing and Marking of Tenders

19.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to Ahmed Shahame Mwidani Technical and Vocational College at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE ,"

19.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —

19.3 If the outer envelope is not sealed and marked as required by paragraph 19, Ahmed Shahame Mwidani Technical and Vocational College will assume no responsibility for the tender's misplacement or premature

20 Deadline for Submission of Tenders

20.1 Tenders must be received by Ahmed Shahame Mwidani Technical and Vocational College at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**,.

20.2 Ahmed Shahame Mwidani Technical and Vocational College may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with

ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

21 Withdrawal, Substitution and Modification of Tenders

21.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by Ahmed Shahame Mwidani Technical and Vocational College prior to the deadline prescribed for the submission of tenders.

21.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 19. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

21.3 No tender may be modified after the deadline for submission of tenders.

21.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security,

21.5 Ahmed Shahame Mwidani Technical and Vocational College may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

21.6 Ahmed Shahame Mwidani Technical and Vocational College shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

22 Tender Opening

22.1 Ahmed Shahame Mwidani Technical and Vocational College will open all tenders in the presence of tenderers' representatives who choose to attend, at 1000hrs TUESDAY, 2ND MAY 2023 and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

22.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Ahmed Shahame Mwidani Technical and Vocational College, at its discretion, may consider appropriate, will be announced at the opening.

22.3 Ahmed Shahame Mwidani Technical and Vocational College will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request

.E. Evaluation and Comparison of Tenders

23 Confidentiality

23.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers.

23.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

24 Clarification of Tenders

24.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No

change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders.

24.2 If a Tenderer does not provide clarifications of its Tender by the date and time set by Ahmed Shahame Mwidani Technical and Vocational College request for clarification, its Tender may be rejected.

25 Determination of Responsiveness

25.1 Ahmed Shahame Mwidani Technical and Vocational College will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

25.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

25.3 Ahmed Shahame Mwidani Technical and Vocational College may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

25.4 Prior to the detailed evaluation, pursuant to paragraph 23, Weru Technical and Vocational College will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Ahmed Shahame Mwidani Technical and Vocational College's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

25.5 If a tender is not substantially responsive, it will be rejected by Ahmed Shahame Mwidani Technical and Vocational College and may not subsequently be made responsive by the tenderer by correction of the nonconformity. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

25.6 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

25.7 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

26 Conversion to Single Currency

26.1 Where other currencies are used, Ahmed Shahame Mwidani Technical and Vocational College will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

27 Evaluation and comparison of Tenders

27.1 Ahmed Shahame Mwidani Technical and Vocational College will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 25

27.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

27.3 Ahmed Shahame Mwidani Technical and Vocational College's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 27.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

27.4 Pursuant to paragraph 27.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

Ahmed Shahame Mwidani Technical and Vocational College requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Ahmed Shahame Mwidani Technical and Vocational College's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. Ahmed Shahame Mwidani Technical and Vocational College may consider the alternative payment schedule offered by the selected tenderer.

27.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

27.6 To qualify for contract awards, the tenderer shall have the following: -

a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

b) Legal capacity to enter into a contract for procurement

c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

d) Shall not be debarred from participating in public procurement.

28 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

28.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

29 Award Criteria

- 29.1 Ahmed Shahame Mwidani Technical and Vocational College will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 29.2 Ahmed Shahame Mwidani Technical and Vocational College reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If Ahmed Shahame Mwidani Technical and Vocational College determines that none of the tenderers is responsive; Ahmed Shahame Mwidani Technical and Vocational College shall notify each tenderer who submitted a tender.
- 29.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

30 Notice of Award

- 30.1 Prior to the expiration of the period of tender validity, Ahmed Shahame Mwidani Technical and Vocational College will notify the successful tenderer in writing that its tender has been accepted.
- 30.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Ahmed Shahame Mwidani Technical and Vocational College. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 30.3 Upon the successful Tenderer's furnishing of the performance security, Ahmed Shahame Mwidani Technical and Vocational College will promptly notify each unsuccessful Tenderer and will discharge its tender security.

31 Signing of Contract

- 31.1 At the same time as Ahmed Shahame Mwidani Technical and Vocational College notifies the successful tenderer that its tender has been accepted, Ahmed Shahame Mwidani TVC will simultaneously inform the other tenderers that their tenders have not been successful.
- 31.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Ahmed Shahame Mwidani Technical and Vocational College.
- 31.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

32 Performance Security

- 32.1 Within thirty (30) days of the receipt of notification of award from the, Ahmed Shahame Mwidani Technical and Vocational College successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Weru Technical and Vocational College.
- 32.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Ahmed Shahame Mwidani Technical and Vocational College may make the award to the next lowest evaluated or call for new tenders.

33 Publication of Procurement Contract

33.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

SECTION II - TENDER DATA SHEET (TDS)

1. The appendix to instructions to tenderers is intended to assist Ahmed Shahame Mwidani Technical and Vocational College in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. Ahmed Shahame Mwidani Technical and Vocational College should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
4.0	Particulars of eligible tenderers
14.0	Particulars of other currencies allowed.
15.0	Particulars of eligibility and qualifications documents of evidence required
17.0	Particulars of tender security if applicable.
29.0	Particulars of post – qualification if applicable
32.0	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION III - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

the following terms whenever used in this Contract have the following meanings:

- a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Contract Price" means the price to be paid for the performance of the Services
- d) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- e) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- f) "GCC" means these General Conditions of Contract;
- g) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;
- h) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- i) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- j) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- k) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity

1.1 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.2 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.3 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.4 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties.

2.2 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.3 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4 Force Majeure

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.5 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Payments

The method and conditions of payment to be made to the tenderer under this Contract shall be specified in **SC Termination**

2.7 Termination for Default

Ahmed shahame Mwidani Technical and Vocational College may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Ahmed shahame Mwidani Technical and Vocational College.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Ahmed shahame Mwidani Technical and Vocational College has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Ahmed shahame Mwidani Technical and Vocational College terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to Ahmed shahame Mwidani Technical and Vocational College for any excess costs for such similar services.

2.8.1 Termination of insolvency

Ahmed shahame Mwidani Technical and Vocational College may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Ahmed shahame Mwidani Tvc.

2.8.2 Termination for convenience

2.8.2.1 Ahmed shahame Mwidani Technical and Vocational College by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

2.8.2.2 For the remaining part of the contract after termination Ahmed shahame Mwidani Technical and Vocational College may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

2.8 Resolution of disputes

Ahmed shahame Mwidani Technical and Vocational College and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

2.9 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective

date of termination;

- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

2.10 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

2.11 Contract Price

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties

B. SPECIAL CONDITIONS OF CONTRACT
 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.2 Special conditions of contract with reference to the general conditions of contract

3.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

General conditions of contract	Special conditions of contract
Special conditions of contract with reference to the general conditions of contract.	
3.6	Specify performance security
General conditions of contract reference	Specify applicable law
3.8	Specify method and conditions
2.10	Specify performance security
3.9	Specify price adjustments allowed
2.14	Specify resolution of disputes
3.17	Specify applicable law
2.18	Specify price adjustments allowed
Other's as necessary	Specify resolution of disputes
1.1	Specify applicable law
1.2	Indicate addresses of both parties
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the Ahmed shahame mwidani Technical and Vocational College's delivery obligations start.

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
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SECTION VI DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

SECTION VI – DESCRIPTION OF SERVICES

SPECIFICATIONS FOR SECURITY SERVICES

In awarding the tender, the lots shall be treated separately and the entity reserves the right to award the lots as part or wholly. The contract shall be for a period of 1 years renewable annually upon satisfactory performance confirmed in writing by the client.

INTRODUCTION

Ahmed shahame Mwidani Technical and Vocational College is a state owned college under Ministry of Education, Technical and Vocational Education. The college intends to contract reputable service providers with expertise in provision of security services at the school. The main objective is to maintain high standards of security to ensure our customers are subjected to safe and healthy environment.

DESCRIPTION OF SERVICE DELIVERIES

- I. Provide the prescribed number of guards and other related security apparatus as it shall be directed by the procuring entity.
- II. Be responsible for all the policy and statutory requirements of its security officers
- III. Be solely liable and responsible for any damage, injury and or loss that may be visited on any of its security officers during the subsistence of this contract.
- IV. Create and maintain positive relationship with the local police to ensure that the security provider has an efficient and effective back up in the provision of services
- V. Train its security officers on new, dynamic and modern ways of security provisions.
- VI. Provide modern security and communication gadgets assigned within the premises.
- VII. Provide security back up in the case of emergencies.

STAFF REQUIREMENTS AND STANDARDS

- I. The service providers shall ensure deployment of competent and skilled employees who shall conduct the work in professional manner.
- II. The service providers shall ensure there are enough workers to carry out security services duties. A supervisor shall at all times be stationed at Ahmed shahame Mwidani Technical and Vocational College
- III. All service provider agents seconded for the service must observe standards accepted by the school and they shall all be dressed in branded company uniforms at all times and have in their possession identification badges conspicuously displayed.

EVALUATION CRETERIA

REQUIREMENT/SPECIFICATIOIS	RESPONSIVENESS	SCORE
1. PRELIMINARY EVALUATION	MANDATORY	
• Copy of Certificate of Incorporation/Business Registration		
• Copy of valid Tax Compliance Certificate		
• Copy of valid single Business permit/License		
• Copy of valid PIN certificate		
• Proof of membership to professional bodies-Kenya Security Industry Association or Protective Security Industry Association		
• Proof of compliance to the minimum wage requirement. Attach current salary structure and employment		

policy		
<ul style="list-style-type: none"> • Dully signed and stamped site visit 		
<ul style="list-style-type: none"> • Dully filled and completed Confidential Business Questionnaire and Declaration Forms 		
<ul style="list-style-type: none"> • Bidders shall serialize all the pages for each bid submitted 		
<ul style="list-style-type: none"> • Documents submitted in the require format(Separate Technical and Financial bids) 		
<ul style="list-style-type: none"> • Form of tender duly filled signed and stamped(Separately Form of technical submission and forms of financial submission) 		
<ul style="list-style-type: none"> • Declaration that the bidder or his subcontractors have not been debarred from participating in public procurement 		
<ul style="list-style-type: none"> • Sight visit certificate issued by Ahmed shahame Mwidani TVC(Bidders must survey the sight during normal working office hours in the presence of Ahmed shahame Mwidani TVC representative) 		
2. TECHNICAL EVALUATION		
PERSONNEL AND GENERAL MANAGEMENT	MARKS	SCORE
<ul style="list-style-type: none"> • Insurance policy for employees (attach copy),WIBA 	5	
<ul style="list-style-type: none"> • Demonstrate competence and expertise of atleast 2 personnel including directors, managers, supervisors, provide CV of key personnel who will be responsible for administration, management of the assignment. Key personnel shall have qualifications in relevant profession Bachelors degree-10 Diploma-5 Certificate- 3 	20	
EXPERIENCE	MARKS	SCORE
<ul style="list-style-type: none"> • Provide summary list of similar contracts executed or ongoing indicating number of personnel involved.(attach evidence) Personnel -100 and above -10 Personnel-50 and above-5 Personnel less than 50-3 	10	
<ul style="list-style-type: none"> • Provide proof of having undertaken similar assignments for the last 3 years including letter of award/notification, copies of contracts and service level agreement 	10	

Provide atleast 5 clients(attach copy)		
PHYSICAL FACILITIES AND EQUIPMENTS	MARKS	SCORE
<ul style="list-style-type: none"> Provide proof of physical address. The bidder shall state and demonstrate whether the facilities are owned or leased. Attach a copy of title deed, lease certificate or rental agreement 	10	
<ul style="list-style-type: none"> Provide a list of main equipment and other resources required to undertake the service Motor vehicles-6, one point each Motorcycles-3, one point each VHF/Radio communication Equipments-6,one point each 	15	
FINANCIAL RESOURCES	MARKS	SCORE
<ul style="list-style-type: none"> Bidders must demonstrate the financial capacity and the ability to undertake their obligations during credit liability period without disruption of operations Over 90 days-10 points Below 90 days and above 60 days-5 points Below 60 days-1 point 	10	
<ul style="list-style-type: none"> Evidence of financial resources(cash in hand,overdraft facility etc) Resource documents should be certified by the respective bank or commisioner of oaths) Above 5 milions-10 Below 5 millions-5 Below 1 million-1 	10	
<p>Audited accounts for the last 3 years(2022,2021,2020), 2 points each, max 6 Capacity to have cashflow of 5 millions and above- 2 points Yearly turnover of 50 millions and above -2 points</p>	10	

All information provided may be subjected to confirmation by Ahmed shahame Mwidani Technical and Vocational College. Providing false information will lead to disqualification. This shall include a due diligence. Bidder shall attain a minimum of 70% score in the technical to qualify for financial bid evaluation.

FINANCIAL BID EVALUATION

CATEGORY	CRETERIA	MAXIMUM SCORE
Responsive Requirements	Tender submitted in the required format as per the terms of reference for consideration including breakdown of costs and staff remuneration which shall be reasonably above government minimum wage	Mandatory
	Signed and stamped/sealed form of tender	Mandatory
	Tender validity of 90 days	Mandatory
	Bidder attained 70% in the technical evaluation	Mandatory
FINANCIAL SPECIFIC EVALUATION CRETERIA	Competitiveness of the proposal	100% (15 points)

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER-FINANCIAL

Date _____
Tender No. _____

To...**PROCUREMENT OFFICE**

AHMED SHAHAME MWIDANI TECHNICAL AND VOCATIONAL COLLEGE

P.O BOX 93800-80102

MOMBASA

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda,.....
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.
.....
in conformity with the said tender documents for the sum of
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and
made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule
specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ____ percent of the
Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period ofdays from the date fixed for tender opening of the
Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the
expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance
thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
 Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____ . Page ____ of _____.

1	2	3	4	5	6
Item	Description	Quantity	Rate per month inclusive of VAT in Kshs	Total Cost per months inclusive of VAT in Kshs	Total Annual cost in Kshs VAT inclusive
	PROVISION OF SECURITY SERVICES AT AHMED SHAHAME MWIDANI TECHNICAL AND VOCATIONAL COLLEGE	FIVE(4) SECURITY PERSONNEL			
	TOTAL COST				

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT FORM

THIS AGREEMENT made the ___ day of ___ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name

Location of Business Premises

Plot No,..... Street/Road

Postal address Tel No. Fax Email.....

Nature of Business

Registration Certificate No.....

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers.....

Branch.....

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows																				
	<table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Part 2 (c) – Registered Company																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows																				
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Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Date.....Signature of Candidate.....																				

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender]
for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors,
and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of
20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amouut claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20_

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

[amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary